



# भारत का राजपत्र The Gazette of India

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NEW DELHI, SATURDAY, MAY 7, 1966 (VAISAKHA 17, 1888)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

## भाग IV

## PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

### NOTIFICATION BY THE MADRAS OIL & SEEDS EXCHANGE LTD., MADRAS

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce & Industry No. S.O. 1162, dated the 4th May 1960 has been obtained to the following amendments made to special bye-laws and provisions for oil and seeds contracts for groundnut oil of the Bye-laws of the Madras Oil & Seeds Exchange Ltd., Madras, the same having been previously placed on the Notice Board of the Exchange, pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

#### AMENDMENTS

#### ANNEXURE

In the special Bye-laws and provisions of Madras Oil and Seeds Exchange for N.T.S.D. contract in groundnut oil.

1. After Bye-law (3) the following shall be added as bye-laws 3 (A), 3 (B) and 3 (C).

3 (A) (1) Every member of the Exchange who needs the facility of trading in N.T.S.D. Contracts in Groundnut oil shall make an application to the Exchange in such form and containing such particulars as may be prescribed by the Board of Directors of the Exchange.

(2) The Board of Directors or a Sub-Committee appointed by it in this behalf shall have power to group the members into panels of "Buyers" and "Sellers" for the purpose of trading in N.T.S.D. Contracts in groundnut oil after taking into account his application as aforesaid and such other factors as the Board of Directors may deem proper.

(3) No member of the Exchange shall enter into any N.T.S.D. Contracts in groundnut oil which provides for delivery beyond the 31st January 1966 unless he has been grouped in either the panel of "Buyers" or the panel of "Sellers" in accordance with clause (2) above.

(4) A member grouped in the panel of "Sellers" may enter into a N.T.S.D. contract for the sale of groundnut oil but shall not enter into any N.T.S.D. contract for the purchase of groundnut oil except where the member has obtained the prior permission of the Sub-committee appointed by the Board of Directors in this behalf, for the particular contract for purchase.

(5) A member grouped in the panel of "Buyers" may enter into a N.T.S.D. Contract for the purchase of groundnut oil either on his own account or in the capacity of a commission agent for an upcountry principal, but shall not enter into any N.T.S.D. contract for sale of groundnut oil except where (a) the contract is for the sale of groundnut oil for delivery at an upcountry market, or (b) the member has obtained the prior permission of the Sub-committee appointed by the Board of Directors in this behalf, for the particular contract for sale.

(6) The Board shall have power at all times to alter the panel of a member or remove him from a panel either on its own initiative, or at the request of a member, on the basis of such information as it may have in its possession.

3 (B) Every non-member intending to enter into a non-transferable specific delivery contract for purchase with a member of the Madras Oil & Seeds Exchange Ltd., or intending to place an order with a commission agent (who is a member of the Madras Oil & Seeds Exchange Ltd.) to effect a purchase of groundnut oil on his behalf under N.T.S.D. contract shall make an application to the Exchange in this behalf in such form and containing such particulars as may be prescribed by the Board of Directors with the approval of the Commission. On receipt of such application, the Board of Directors after making such inquiry as it considers necessary in this behalf, may grant a certificate of registration to the non-member or refuse to grant it. The Board of Directors may also prescribe such other procedure in respect of the registration of a non-member as may be considered necessary from time to time.

- 3 (C) The Board of Directors of the Exchange may fine a non-member or cancel his registration granted under clause 3 (B) above, if the non-member contravenes any of the conditions laid down in the certificate of registration.

II. After Bye-law (9) the following shall be added as Bye-laws 9 (A) and 9 (B), namely :—

- 9 (A) If a non-member who is registered with the Exchange as in 3 (B), fails to pay the amount of margin due from him under bye-law (9) within 24 hours in the case of a non-member residing in Madras City and within 48 hours in the case of other non-members, the Board of Directors will have power to fine him or cancel his registration.

- 9 (B) In case of non-member buyer fails to pay the amount of margin due from him to the member concerned within the time limit as prescribed under bye-law 9 (A) above, the member shall have the right :

- (i) to cancel the contract, or
- (ii) to enter into a corresponding sale under N.T.S.D. contract and claim from the non-member the difference between the price of the contract with him and the price of the corresponding contract for sale.

V. S. KRISHNAMURTI

Secretary

for The Madras Oil and Seeds Exchange Ltd.  
Madras

#### THE EAST INDIA JUTE & HESSIAN EXCHANGE LTD.,

Calcutta-1, the 29th December 1965

No. NTSDC/1/65—The approval of the Secretary, Forward Markets Commission, Govt. of India, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry, Notification S.D. 1162, dated the 4th May, 1960, has been obtained *vide* his letter No. 17/1/65/AVI-JUT dated 27-12-65, to the Bye-laws annexed hereto of the East India Jute & Hessian Exchange Ltd. for trading in Non-transferable Specific Delivery Contracts in Raw Jute and Jute Goods, the same having been previously placed on the Notice Board of this Association under Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

K. K. DUTTA

Secretary

*Bye-laws of the East India Jute & Hessian Exchange Ltd., Calcutta, for trading in Non-transferable Specific Delivery Contracts in Raw Jute and Jute Goods*

#### CHAPTER—I

##### Trading Provisions—General

(1) Bye-laws in Chapters I to III are additional Bye-laws of the Association relating to non-transferable specific delivery contracts for raw jute and jute goods. All the other Bye-laws of the Association for trading in T.S.D. Contracts in raw jute and jute goods as may be in force from time to time shall also be applicable to such contracts and shall be binding on the contracting parties in so far as the matters dealt with therein are not specifically dealt with in and are not repugnant to these additional Bye-laws.

(2) Every non-transferable specific delivery contract made subject to these Bye-laws shall take effect as a contract wholly made at Calcutta.

(3) The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

(4) (a) All non-transferable specific delivery contracts shall be made in the prescribed forms serially numbered and supplied by this Association. The contract shall be made in triplicate, one copy each to be retained by the parties to the contract and the third copy shall be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these Bye-laws.

(b) All non-transferable specific delivery contracts shall be registered with the Association.

(c) Every member shall send to the Association periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors.

(5) (a) The Board of Directors of the Association shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power to withhold such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Association has notified that such contracts are permitted.

(6) Except as otherwise expressly provided hereinafter every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant Bye-laws.

(7) No non-transferable specific delivery contract, once entered into, shall be settled mutually or by off-setting or in any other manner nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these Bye-laws.

(8) With a view to ensuring due compliance with the terms and conditions of the contract, the Board or Sub-Committee (whenever it finds necessary or if called upon by the Forward Markets Commission) may ask the members to furnish the following, as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary Bye-laws of the Association :

- (i) Copies of bills claiming monies;
- (ii) Numbers of the cheques issued for payment;
- (iii) Railway Receipt number or the delivery order number; and date of delivery, etc.;
- (iv) Other relevant particulars to show the mode of delivery.

(9) (a) The Board of Directors of the Association may with the approval of the Commission, require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific delivery contracts with the Association at such rates as may be fixed by the Board.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

(10) No member shall enter into any non-transferable specific delivery contract for raw jute and/or jute goods otherwise than on the terms and conditions prescribed under these Bye-laws.

(11) Any non-transferable specific delivery contract entered into for raw jute and jute goods which at the date of the contract is in contravention of the provisions of any of the Bye-laws (4), (5)(c), (6), (7) and (10) shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

(12) The Board may frame Rules under the Bye-laws for Conduct of Business, that is for the control and regulation of dealings in N.T.S.D. Contracts in Raw Jute and/or Jute Goods by its members. Such Rules when adopted shall duly be notified with the prior concurrence of the Commission.

#### CHAPTER—II

##### Non-transferable Specific Delivery Contracts in Jute Goods—Terms and Conditions

1. For the purpose of trading in Non-transferable Specific Delivery Contract in Jute Goods, there shall be a contract known as the Non-transferable Specific Delivery Contract (*Vide* Appendix-A for the prescribed Contract Form), the terms and conditions of which shall be as per the following bye-laws of this Chapter.

2. The term "well pressed" shall mean the net weight (excluding tare) of a bale of the contract fabric plus such allowance appropriate to such fabric as may be specified by the Indian Jute Mills Association. In case where the certificate of the Licensed Measurers Department of the Bengal Chamber of Commerce & Industry or the certificate of the Measurement Department of the Indian Chamber of Commerce, Calcutta, as the case may be, whether expressed as by weight or calculation by measurement, shows the weight of a bale of the contract fabric to be in excess of the weight of a well pressed bale as defined above the buyers shall be entitled to claim reimbursement from the sellers of the difference in freight, if any, actually incurred and paid by the buyers owing to such excess, provided that the buyers shall give to the sellers notice of such claim within 90 days from the date of the bill of lading and full particulars of the claim along with a Licensed Measurers Department or Measurement Department certificate as aforementioned and a receipt or other document in proof of actual payment by the buyers of the excess freight incurred within 120 days from the date of the bill of lading.

3. In the event of the lighter/goods being detained for a period exceeding 12 clear days from registration, a demurrage charge of 25 paise per bale per day on the detained goods shall be payable by the buyers (subject as hereinafter provided) on and from the thirteenth day and such demurrage charge shall continue to be payable until the goods are unloaded from the lighter. If the goods are not shipped nor the lighter discharged, the goods shall be returned to the mill with prior intimation to the buyer at buyers' expense including the double boating costs and handling charges at the mill and any demurrage charge that may have been incurred by the buyers under the provisions of this clause up to the time of the discharge of the lighter. The demurrage charge and other aforementioned costs and charges shall be paid by the buyers within 60 days of presentation of the bill by the sellers, provided that the bill is presented to the buyers within 60 days from the date of the bill of lading or the return of the goods to the mill.

Provided always that if the sellers are responsible for the detention, no demurrage charge or other aforementioned costs and charges shall be payable by the buyers. In the event of a dispute between the buyers and the sellers as to the liability for the demurrage charge and other aforementioned costs and charges, and if such dispute is not settled within the 60 days mentioned above, the matter shall be referred to arbitration in accordance with the provisions of Bye-law 16 hereof. If the award finds that the sellers are not responsible for the detention, the demurrage charge and other aforementioned costs and charges shall be paid by the buyers within 7 days from the date of the award.

(4)(a) Payment is to be made in cash in exchange for non-transferable Delivery Order/s on sellers, or for Dock Receipt/s or for Mate's Receipt/s (which Dock Receipt/s or Mate's Receipt/s is/are to be handed by a Dock or Ship's Officer to the sellers' representative).

(b) Should the goods having been placed alongside in accordance with shipping instructions be not taken on board, the sellers may tender to the buyers for payment a non-transferable Delivery Order or non-transferable Delivery Orders in respect of such goods.

(c) If, after the goods have been placed alongside, shipping instructions are altered, sellers shall be entitled to tender to the buyers for payment a non-transferable Delivery Order or non-transferable Delivery Orders, unless the marks are changed by the buyers at their own cost and the goods concerned are shipped by the same steamer.

(d) Where delivery f.o.r. mill siding is required, payment shall be made in cash in exchange for a non-transferable Delivery Order or non-transferable Delivery Orders on sellers or Railway Receipt(s).

(e) For the purposes of this contract a non-transferable Delivery Order shall mean a Delivery Order issued by a Mill Company and expressed to be non-transferable authorising the buyers named in the contract to receive the goods covered by the contract in which such Mill Company affirms and assures that it has in its possession on the date of such Delivery Order and until delivery is made in terms of the Delivery Order, it will continue to have in its possession the goods covered by this contract and which is expressed to be and is deemed to be issued subject to the following terms and conditions :—

A. The Delivery Order, or where delivery f.o.r. is made, the railway receipt, is not transferable.

B. The holder of the Deputy Order (i.e. the buyer named in the contract) shall be entitled to give instructions to the Mill Company in writing accompanied by the Delivery Order to place the goods alongside a specified export vessel or wharf or jetty in the Port of Calcutta and subject to the provisions of clauses (D) and (E) hereof the said Mill Company shall place the goods alongside a specified export vessel or wharf or jetty in the Port of Calcutta not later than the 10th working day after the day on which the shipping instructions as mentioned in this sub-clause were delivered to its registered office.

C. In the event of the said Mill Company failing to bring down the goods by the aforesaid 10th working day (hereinafter called "the Delivery Order due date") the holder of the Delivery Order shall subject to the provisions of clause (E) hereof be entitled within 3 working days after the Delivery Order due date to receive from the Mill Company on demand payment for the goods at the market rate prevailing on the Delivery Order due date in exchange for the Delivery Order.

D. Subject to the express provisions of the Bye-laws 2, 3, 10, 11, 12 and 16, Non-transferable Specific Delivery Contract of The East India Jute & Hessian Exchange Ltd. for the Sale/purchase of jute goods shall be deemed to be incorporated in and form part of the Delivery Order and the sellers and the buyers shall be bound thereby.

E. (a) The Mill Company shall not be responsible for delay in delivery or placing alongside for shipment on export vessel or wharf or jetty directly or indirectly caused by or due to act of God, war, mobilisation demobilisation, requisition by or interference from Government or local authority, riots, civil commotion, force majeure, lock-outs, labour disturbances trade disputes, strikes, fire, pestilence, damage or accidents at the mills or to its machinery or equipment, non-availability of cargo boats belonging to the Mill Company or hired by it from its usual contractors, or any other event or circumstance whatsoever beyond the control of the Mill Company whether due to or in consequence of any of the aforesaid causes or not.

(b) If, due to non-availability of cargo boats belonging to the Mill Company or hired by it from its usual contractors, the Mill Company is unable to comply with the shipping instructions received in terms of clause (B) above, the Mill Company shall notify the holder of the Delivery Order of such non-availability not later than five working days before the Delivery Order due date and the holder shall thereupon be entitled to take delivery ex-mill. The Mill Company, in such case, will pay the registered holder the normal boating charges which it pays to its contractor or to the boating company or which it will have normally incurred in the process of such delivery. If within seven working days of the receipt of such notification from the Mill Company the holder of the Delivery Order has failed to take delivery ex-mill, all obligations of the Mill Company to bring down the goods as aforesaid under the shipping instructions issued under clause (B) above shall be deemed to have ceased and the said Mill Company shall be required to make delivery only against fresh shipping instructions.

If within the period of six months referred to in clause (F) hereof due to fire the goods covered by the Delivery Order shall be destroyed or damaged in whole or in part and the Mill Company's remaining unappropriated and undamaged stock, if any, shall not be sufficient to meet the commitments of the Mill Company under the Delivery Order and other Delivery Orders then issued and current, the Mill Company may as its option discharge its obligations under the Delivery Order by payment to the holder thereof of the market price of the goods ruling at the date of the fire provided that upon the exercise of such option by the Mill Company and upon payment as aforesaid the Mill Company shall be deemed to have performed its obligations under the Delivery Order. The buyer shall be informed of such action which the Mill Company intends to take within 72 hours.

F. In respect of the goods covered by the Delivery Order sellers shall effect usual insurance against fire with an approved Insurance Company for a period of six months from the date of the Delivery Order. Other insurance may be arranged with the Mill Company but shall be at the cost of the holder of the Delivery Order.

G. Until the sellers have been paid in full or so long as any Dock or Mate's Receipt(s), (whether in sellers' or buyers' names) is or are in possession of the sellers

the goods represented by such Dock or Mate's Receipt(s) are deemed to be charged to and at the disposal of the sellers and held in trust by the buyers for the sellers.

6. Should buyers default in accepting or paying against documents properly submitted and/or commit a breach of the contract by failing to accept goods properly tendered, the sellers shall have in addition to all other rights, the right at their option :—

(a) to treat the contract as cancelled,

or

(b) to charge buyers the difference between the contract rate and the market rate on the day of default or breach as the case may be,

or

(c) to sell the goods represented by documents so submitted or the goods so tendered against buyers in the open market on the first working day after the day of default or breach as aforesaid.

7. Should sellers default in presenting documents or commit a breach of the contract by failing to give delivery of the goods as provided for therein, the buyers shall have in addition to all other rights but subject always to the provisions of Bye-laws 15 hereof the right at their option :—

(a) to treat the contract as cancelled,

or

(b) to charge sellers the difference between the contract rate and the market rate on the date of default or breach as the case may be,

or

(c) to buy against sellers in the open market on the first working day after the day of default or breach as aforesaid.

8. (1) Should the buyers intimate on or before due date their inability to pay for the goods, the sellers shall be entitled to exercise any one of the following options on the first working day following the date of receipt of such intimation :—

(a) to treat the contract as cancelled,

or

(b) to treat the contract as cancelled and to charge buyers the difference between the contract rate and the market rate on the date of receipt of such intimation,

or

(c) to treat the contract as cancelled and to sell against buyers in the open market on the first working day after the date of receipt of such intimation.

(2) Should the buyers commit any act of insolvency the sellers shall be entitled to exercise any one of the following options on the first working day following their becoming aware of the fact that an act of insolvency has been committed by the buyers :—

(a) to treat the contract as cancelled,

or

(b) to treat the contract as cancelled and to charge buyers the difference between the contract rate and the market rate on the date of cancellation of the contract,

or

(c) to treat the contract as cancelled and to sell against buyers in the open market on the date of cancellation of the contract.

9. In each of the cases mentioned in Bye-laws 6, 7, and 8 above, the buyer and the seller shall communicate to the Association in writing the failure or refusal, as the case may be, within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause (a) or (b) of Bye-law 6 or 7 or 8(1) or 8(2) above, explain the reasons why he preferred the option. If it has exercised his option given in clause (c) of Bye-law 6 or 7 or 8(1) or 8(2), the party shall give particulars of the purchase or sale, as the case may be, effected by it,

The Board or a Sub-Committee appointed by it in this behalf, shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause (c) of Bye-law 6 or 7 or 8(1) or 8(2), it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter.

10. After despatch of the goods from the mill, signed specifications of gross and net weights and contents of bales will be given to buyers if required.

11. Inspection order if asked for will be sent to buyers who are to be allowed to open 3 bales or 10 per cent, whichever is less of any parcel under 100 bales and 2 per cent of the bales over 100 bales. Samples will be sent to buyers if required or buyers may draw samples at the time of inspection. In the event of buyers objecting to the goods tendered they shall have the right to seal the bales or goods examined for the information of those who may be appointed to arbitrate under Bye-law 16 hereof.

12. Goods in transit from Mills shall be at sellers risk to the extent that the goods can be covered against marine risks from the time the goods are despatched ex-mill until hoisted on board export vessel or until unloaded from lighter at wharf or jetty within the limits of the Port of Calcutta. Should the sellers agree to accept despatching instructions other than for placement alongside export vessel or other wharf or jetty within the Port limits by lighter the whole of the risk will be on the buyers from the time the goods are despatched ex-mill.

13. Without derogating from the sellers' rights under this contract, the sellers shall not be responsible for any claim in respect of any alleged inferiority or defect in the goods (whether patent or latent or of quality or quantity) unless such claim is submitted in writing so as to be received by sellers within 120 days of the arrival of the goods at the destination specified in the bill of lading/railway receipt; and it shall expressly be a condition precedent to the validity of such claim that it is submitted within such period of time.

It is further expressly provided that if no claim in respect of any alleged inferiority or defect in the goods (whether patent or latent or of quality or quantity) and no claim under Bye-law 2 hereof in respect of excess freight is referred to arbitration under Bye-law 16 hereof before the expiry of 7 months from the date of the bill of lading/railway receipt, the sellers shall be discharged from the liability in respect of such claim.

14. In the event of the buyers failing to give to the sellers instructions for shipment or delivery of the whole or any portion of the goods in time to ship or deliver such goods within due date, presentation by the sellers of a non-transferable Delivery Order or non-transferable Delivery Orders to the buyers on contract due date in respect of such goods shall be considered a proper and sufficient tender under this contract whether the goods have been specifically set aside or not.

15. (a) Sellers shall not be responsible for delay in performance of this contract directly or indirectly caused by or due to Act of God, war, mobilisation, demobilisation, requisition by or interference from Government or local authority, riots, civil commotion, force majeure, lock-outs, labour disturbances, trade disputes, strikes, fire, pestilence, damage or accidents to the Mills or their machinery or any other event or circumstance whatsoever beyond the control of the sellers, whether due to or in consequence of any of the aforesaid causes or not (this to include delay in performance occasioned by fulfilment by sellers of any of their other commitments in cases where, directly or indirectly due to any of these causes and/or consequences, due date or dates of such commitments have been extended).

(b) In any of the aforesaid events, subject to buyers' rights as set out in clause (d) hereof, sellers shall be entitled to an extension of time for performance of all contracts for a period corresponding to the period of delay caused by or as a consequence of the operation (whole or partial) of any of the causes and/or consequences abovementioned. Such period of delay shall be deemed to include *inter alia* the full number of days (working or otherwise) from cessation to resumption of normal conditions.

(c) Notice of the possibility of delay in performance of all contracts is to be despatched by sellers to buyers within four working days of the date of any occurrence which may by reason of any of the causes abovementioned and/or consequences thereof, prevent performance on contract due date or dates. Notice of resumption or normal conditions shall be despatched in like manner within four working days from such resumption.

(d) On receipt of sellers' notice of possibility of delay, buyers have the option to intimate to sellers by notice which must reach sellers at least twenty-five days before the contract due date or within ten working days of the receipt of sellers' notice of possibility of delay, that they are not prepared to extend the due date, in which case, if sellers do not place alongside in compliance with a notice under provisions of the contract, if given or if such notice is not given, do not tender a non-transferable Delivery Order on or before contract due date, the contract shall be deemed to be cancelled and buyers shall have no claim whatsoever against sellers in respect of the goods so cancelled PROVIDED ALWAYS that the buyers' option herein contained shall not be exercisable in any case where notice of resumption of normal conditions as provided for in clause (c) hereof has been given prior to the notice from buyers unless the option is exercised within ten working days of the receipt of the notice of the resumption of normal conditions.

(e) If buyers' declaration is not received by sellers within the prescribed time, buyers will be presumed to have agreed that the contract due date for performance may be extended by sellers and the sellers shall be at liberty to tender Non-transferable Delivery Orders on the extended due date in accordance with clause (b) hereof, provided no shipping instructions are sent by the buyer within the number of clear working days prior to the extended due date.

(f) If the parties hereto are unable to agree as to the date up to which sellers are entitled to perform the contract, then the matter shall be referred to and decided by arbitration as provided for in these Bye-laws.

16. All matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection with and/or in consequence of or relating to the contract including the validity thereof whether or not the obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed shall be referred to the arbitration as provided for in Bye-laws for trading in T.S.D. Contracts in raw jute and jute goods of this Exchange.

17. The rights and liabilities of the parties to the contract are not transferable and likewise the rights and liabilities under any document of title relating to the contract are not transferable.

### CHAPTER—III

#### Non-transferable Specific Delivery Contracts in Raw Jute—Terms and Conditions

##### General Conditions

1. For the purpose of trading in non-transferable specific delivery contracts in raw jute there shall be a contract known as the Non-transferable Specific Delivery Contract for Raw Jute (*vide* Appendix—B for the prescribed Contract Form), the terms and conditions of which shall be as per the following Bye-laws of this Chapter.

2. (a) The weight of each bale shall be inclusive of the customary packing ropes made of twisted jute and no allowance shall be granted for tare.

(b) The price(s) shall include all duties, tariffs, taxes and impositions by whomsoever levied. Any new, or any increases or decreases of duties, tariffs, taxes and impositions by whomsoever levied in respect of raw jute, the subject matter of this contract after it has been entered into shall be for buyers' account. The amount of tax payable under the Bengal Raw Jute Taxation Act, 1941 as may be in force on the date of the contract is to be on the sellers' account and to be deducted by the buyers from the price(s) for payment to the State Government in the prescribed manner unless at the time of concluding the contract the sellers satisfy the buyers by the production of satisfactory evidence that tax is not payable on the sale.

(c) No jute of marks other than those set out in the contract is tenderable under the contract. Should tenders not be in accordance therewith sellers shall be liable for all losses sustained including the difference between the contract price and market price.

(d) If the rate current at the date of the contract for freight by river steamer and/or rail to the buyers' mill siding and/or ghat and insurance during transit shall be increased or reduced before the date of despatch of the goods consigned to buyers' mill siding and/or ghat, the prices mentioned in the contract shall be increased or reduced accordingly and shall be on buyers' account.

(e) The rights and liabilities of the parties to the contract are not transferable and likewise the rights and liabilities under any delivery order, railway receipt, bill of lading, warehouse receipt and any other document of title relating to the contract are not transferable.

All references to standards and the guarantees of quality relative to these standards shall unless otherwise specified in the contract be governed by the following—

		Cutting not to exceed	
		White Jute	Tossa Jute
Top	Sound fibre, good colour of the district.	25%	15%
Middle	Sound fibre, average medium colour of the district.	35%	25%
Bottom	Straight morahed fibre, warranted, not to contain more than 70% sacking waft.	White & Tossa	
x	Tangled or revelled Jute of whatever description, free from hunka and stick.		

3. (a) Shipment or Despatch or Delivery shall be effected boats and/or flats of approved Transport Companies and/or by Rail and/or by Lorry as specified in the Purchase/Sale Note.

(b) Each Shipment or Despatch or Delivery under a contract made towards the fulfilment of that contract shall be treated as a distinct and separate contract.

(c) The goods will not be deemed to have been properly tendered unless they are shipped or railed or reach the mills or the Mill Ghat (as the case may be) on or before the due date.

##### Reimbursement

4. (a) In the case of jute reimbursement shall be either cash on presentation in Calcutta of a full set of shipping documents and insurance cover, or cash against mill receipt.

(b) Invoices except in cases of rail or lorry despatch shall be for lots of not less than 20,000 kilograms with a variation of 5 per cent unless in completion of the contract.

##### Transit Insurance

5. Other than in cases where reimbursement is effected by cash against mill receipt, Transit Insurance with Approved Insurance Companies shall be arranged as follows :—

(a) In the case of jute by sellers at contract rate plus 5 per cent through buyers' agency with approved Insurance Companies and premium to be deducted from sellers' invoice.

Provided that if a Buyer so desires, the Transit Insurance shall be cared for on behalf of Sellers on Contract rate plus 5 per cent through Buyers' agency in the manner determined by the Buyers and necessary premium thereof will be deducted by the Buyer from Sellers' Invoice.

##### Extensions

6. If due date of the contract is extended by mutual consent of both parties all other terms and conditions of the contract shall be deemed to remain unchanged.

##### Unavoidable Delay

7. (A) In the event of sellers being prevented or delayed in carrying out their obligations under the contract by the occurrence of fire, strikes, riots, political or communal disturbances, hartals and/or civil commo-

tions, breakdown of public transport services and suspension of bookings, they shall give immediate intimation thereof to buyers.

The sellers' and buyers' rights shall thereupon be as follows :—

- (a) On sellers producing satisfactory evidence of the prevention or delay, they shall be granted an extension of time for delivering not exceeding thirty days from due date free of all penalties.
- (b) If the contract be not implemented within the extended period referred to in (a) buyers shall thereupon be entitled to exercise any one of the following options :—
  - (1) Of cancelling the contract.
  - (2) Of buying against sellers in the open market on the day on which the option is declared and charging them with any difference.
  - (3) Of cancelling the contract and charging sellers the difference between contract and market prices on the day on which the option is declared.

Sellers shall notify buyers that the goods will or will not be shipped within such extended period referred to in (a) and in the case of sellers intimating that they will be unable to ship within the extended time buyers shall exercise their option under (b) on the fifth working day of receiving such notice and notify sellers. In the absence of any such notice from sellers it shall be deemed that the goods have not been shipped and buyers shall exercise their aforesaid option on the fifth working day after expiration of the extended date and notify sellers.

(B) Sellers shall not be responsible for delay in performance of the contract directly or indirectly caused by or due to act of God, war, mobilisation, demobilisation, breaking off of trade relations between Governments, requisition by or interference from Government or force majeure.

In any of the aforesaid events, the sellers' and buyers' rights will be as follows :—

- (1) Subject to buyer's rights as set out in Clause (3) hereof, sellers shall be entitled to an extension of time for performance of all contracts for a period corresponding to the period of delay caused by or as a consequence of the operation (in whole or part) of any of the causes and/or consequences above-mentioned. Such period of delays shall be deemed to include (*inter alia*) the full number of days (working or otherwise) from cessation to resumption of work.
- (2) Notice of the possibility of delay in performance of all contracts to be despatched by sellers to buyers within seven days of the happening of any occurrence or on receipt of information by the sellers of such occurrence which may by reason of any of the causes above-mentioned and/or consequences thereof prevent performance on contract due date or dates. Notice of resumption of normal conditions and cessation of the causes and/or consequences aforesaid shall be despatched in like manner within seven days from such resumption and cessation or receipt of information by sellers of such resumption and cessation.
- (3) On receipt of sellers notice of possibility of delay, buyers have the option to intimate to sellers by notice, which shall reach the sellers at least twenty-five days before the contract due date or within seven days of receipt of the sellers' notice of possibility of delay, that they are not prepared to extend the due date in which case, if sellers do not tender on or before the contract due date, the contract shall be deemed to be cancelled and buyers shall have no claim whatsoever against sellers in respect of the goods so cancelled.

(4) If buyers' declaration is not received within either of the prescribed times, buyers will be presumed to have agreed that the contract due date for performance may be extended by sellers, so that sellers be at liberty at any time when the goods are available to make shipment, provided always that shipment is made within the period of extension mentioned in Clause (1) thereof.

#### *Non-delivery*

8. In the case of non-delivery of goods, buyers have the right to exercise any one of the following options on the fifth working day after the due date :—

- (a) Of cancelling the contract.
- (b) Of cancelling the contract and charging the difference between the contract price and the market price on the date of cancellation of the contract.
- (c) Of buying against sellers in the open market on the day on which the option is declared and charging them with any difference.

Buyers shall notify sellers of the exercise of their option. In the case of local deliveries buyers have the right to exercise any one of the aforementioned options on the first working day following due date.

#### *Non-acceptance of goods*

9. Should buyers fail to accept goods properly tendered under the terms of the contract sellers have the right to exercise any one of the following options :—

- (a) Of cancelling the contract.
- (b) Of cancelling the contract and charging buyers the difference between the contract price and market price on the date of the breach of the contract.
- (c) Of selling against buyers in the open market on the first working day following the default.

Sellers shall notify the buyers of the exercise of their option.

10. In each of the cases mentioned in Bye-laws 7, 8 and 9 above, the buyer and the seller shall communicate to the Association in writing the non-delivery or the non-acceptance of the goods, as the case may be within 5 days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause (a) or (b) of Bye-law 8 or 9 above, or in sub-clause (1) or (3) of Bye-law 7(A) (b) above, explain the reason why he preferred the option. If he has exercised his option given in clause (c) of Bye-law 8 or 9 in sub-clause (2) of Bye-law 7(A) (b) above, the party shall give particulars of the purchase or sale, as the case may be, effected by it.

The Board or a Sub-Committee appointed by it in this behalf, shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause (c) of Bye-law 8 or 9 or the sub-clause (2) of Bye-law 7(A) (b), it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board may frame suitable rules under this Bye-law with the concurrence of the Forward Markets Commission.

#### *Moisture*

11. A maximum moisture content of 12% for new jute shipped in June, July, August and September and 10% for the rest of the season shall be allowed,



*Claims*

12. (1) Claims in respect of short weight shall be made not later than 5 working days after the arrival of the jute in buyers' mill or after the receipt of documents whichever is later. Reweighment by licensed measures will be allowed of 10% of each lot contained in each shortweight advice on application from sellers provided it is received by buyers as soon as possible and in any event not later than the fifth working day after the date of issue of buyers' short-weight advice. On such reweighment should any bale or any such lot or lots show a discrepancy of 4% or more over or under the declared standard packing then and in such cases 25% of such lot or lots will be reweighed: this, however, will not preclude the issue of a reweighment order on a basis higher than 25% if required by buyers or sellers. Buyers shall issue a reweighment order not later than the fifth working day after receipt of the sellers' application and must hold the jute available until reweighment is effected. No reweighment shall be permitted later than the fifth working day following the date of issue of the buyers' reweighment order unless the Licensed Measurers Department certify that they are unable to carry out the weighment in the time allowed. Sellers shall pay the costs of the reweighments (including handling charges at the rate of fifty paise per bale) except when the Licensed Measurers' weighment shows the shortage not less than 10% lower than that notified by buyers in which case the costs are for buyers' account.

(2) Claims in respect of quality and/or excessive moisture shall be made not later than 14 working days after the arrival of the jute in buyers' mill. All claims in relation to quality and/or condition (expressly including claims to reject) shall be referred to arbitration as provided for in Bye-law 14 hereof within two months of the date of delivery of the jute at the buyers' mill, failing which the claim or claims shall not be entertained. Provided that no such reference to arbitration shall be made unless sellers have been afforded by the buyers an opportunity to arrive at an amicable settlement.

Provided further that buyers and sellers shall each pay 50% of the cost of arbitration if the claims in respect of quality and/or excessive moisture as offered by sellers to buyers in the course of negotiations for amicable settlement be the same or upto 10% higher or lower than the claims awarded by the Tribunal of Arbitration. If, however, the claims awarded by the Tribunal of Arbitration be lower than the offer made by the sellers minus 10% thereof the buyers shall pay the entire cost of arbitration. If, however, the claims awarded by the Tribunal of Arbitration be higher than the offer made by the sellers plus 10% thereof, the sellers shall pay the entire cost of arbitration. Provided, however, that in case of claims in respect of high grade jute, namely, Tops in Kutcha Bale Form and Reds, Mill Firsts, and Short Group Daisie and Tossa in Pucca Bale Form, if the claim awarded by the Tribunal of Arbitration be higher than 25% of the difference between the grade contracted for and the next lower grade as decided by the Tribunal of Arbitration, the entire cost of arbitration shall be paid by sellers.

(3) In any case where buyers make any claim in respect of quality and/or excessive moisture and the Award on the dispute being referred to arbitration as provided for in Bye-law 14 provides for an allowance of 50% or more of the market difference between the grades of the goods contracted for and the next lower grade and/or finds a moisture content in the goods supplied in excess of the maximum percentage of moisture allowed under Bye-law 11 by 4% or more and stipulates an allowance therefore, buyers shall thereupon be entitled to exercise any one of the following options to be declared within

seven working days from the date of the Award otherwise it will be assumed that the buyers have accepted option (a) :--

- (a) Of accepting the goods with the allowance(s) awarded.
- (b) Of cancelling the contract in respect of the particular lot or lots of goods supplied and charging sellers in respect of such lot or lots the difference between market and contract prices on the date of the Award.
- (c) Of rejecting the particular lot or lots of goods supplied and claiming a fresh tender in lieu thereof to be made within 30 days from the date on which the option is declared.

(4) If when all deliveries under the contract have been made the amount delivered shall be less than the contract quantity either by reason of short weight or by reason of excessive moisture and such overall shortage shall exceed 2% of the total contract quantity the buyers may charge the sellers in respect of the shortage the market difference between the contract price and the price ruling on the fifth working day after due date (first working day after due date in case of local deliveries). Overall shortage shall for the purposes of this clause be or mean the sum of the total of all shortweight claims under clause (1) hereof in respect of the total contract quantity and the total of all allowances under clause (2) hereof on the total contract quantity in respect of moisture in excess of the maximum percentage of moisture allowed under Bye-law 11 hereof.

(5) In any case where buyers purport to reject the tender of jute for any reason and the dispute is referred to arbitration as provided for in Bye-law 14 the parties specifically agree that subject to the provisions of clause (3) hereof any Award made may *inter alia* provide for the replacement of the tender whether or not the due date or any extended due date has expired and that such or any other Award made shall be final, binding and conclusive on them.

*Holidays & Working Days*

13. Notice which would fall to be given upon a holiday which is a public holiday shall be given on the next working day following such holiday; and if the contract falls due on a holiday which is a public holiday it shall be deemed to fall due on the next working day following such holiday.

*Arbitration*

14. All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection with and/or in consequence of or relating to the contract including matters relating to insurance and demurrage whether or not the obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed shall be referred to the arbitration of the Bengal Chamber of Commerce and Industry or of the Indian Chamber of Commerce, Calcutta, under the rules of such Chambers' Tribunal of Arbitration for the time being in force and according to such rules the arbitration shall be conducted and any Award made by the said Tribunals under this Bye-law shall be final, binding and conclusive on the parties.

15. Brokerage in the contract is due for payment by sellers on acceptance of the contract by both parties and is payable on the quantity contracted for without any abatement, contract cancelled or not cancelled goods delivered or not delivered.

## THE EAST INDIA JUTE &amp; HESSIAN EXCHANGE LTD., CALCUTTA

## Non-Transferable Specific Delivery Contract for Jute Goods

No. NJG\_\_\_\_\_

Calcutta, \_\_\_\_\_ 19\_\_

Shri/Messrs. \_\_\_\_\_

Dear Sirs(s),

We have, subject to the terms and conditions hereinafter referred to, this day bought from/sold to \_\_\_\_\_  
by your order and on your account:—

Quantity _____	_____
Quality _____	_____
Size _____	_____
Hemmed _____ at mouth	_____ Mills standard make,
Weight _____ (fair average)	quality, weight and size as per margin, at the rate of _____
Porter _____ Shots _____	_____
Made from _____ cloth	Rupees _____ Paise _____
Stripe _____	Per _____
At Rs. _____ per	_____
free alongside Export Vessel in the Port of Calcutta.	free alongside Export Vessel in the Port of Calcutta.
"Quality guaranteed to confirm to ISI Specifications where they apply, otherwise guaranteed to be of fair average Calcutta Standard make."	OPTIONS: _____ _____ _____

- Any duty, tariff, tax or imposition by whomsoever levied on the goods, the subject matter of this contract is for buyers' account.
- Buyers to give \_\_\_\_\_ clear working days' notice to place goods alongside.
- Goods to be packed \_\_\_\_\_ well pressed marked, and shipped by Sellers in covered Cargo Boats in \_\_\_\_\_ bound bales of \_\_\_\_\_
- Delivery of the said goods is to be given and taken as follows:—

Each delivery under this contract shall be treated as distinct and separate contract

- Arbitration:—
- The foregoing terms and conditions as well as other terms and conditions applicable to this contract are as per the terms and conditions of the Non-Transferable Specific Delivery Contracts of the East India Jute & Hessian Exchange Ltd., Calcutta, for Jute Goods and subject to the Bye-laws for trading in Non-Transferable Specific Delivery Contracts of the East India Jute & Hessian Exchange Ltd., Calcutta, in Jute Goods for the time being in force.
- Brokerage \_\_\_\_\_ per cent.

Yours faithfully,

Member/Licensed Broker

The East India Jute &amp; Hessian Exchange Limited.

## (CONFIRMATION SLIP)

Received from Shri/Messrs. \_\_\_\_\_ his/their Con-  
tract No. \_\_\_\_\_ dated \_\_\_\_\_ and  
I/We confirm having bought from/sold to \_\_\_\_\_  
through him/them \_\_\_\_\_



## APPENDIX—B

## THE EAST INDIA JUTE &amp; HESSIAN EXCHANGE LTD., CALCUTTA

## Non-Transferable Specific Delivery Contract for Raw Jute

Calcutta, ————19———.

No. NRJ ————

To Messrs. ————

Dear Sirs,

We have, subject to the terms and conditions hereinafter referred to, this day bought from/sold to ————  
by your order and on your account, the following goods which areCrop 19 ————19———, ————maunds/kilograms, bales of jute/mesta/Bimli/cuttings, of the  
mark, assortment and quality as per margin and in sound, dry storing condition at the  
rate of:—

Rupees

Rupees

Rupees

free to buyers' mill, siding and/or ghat. Weight guaranteed at buyers' mill.

*Delivery to**Shipment or despatch during**Payment**Arbitration**Re-weightment*

The foregoing terms and conditions as well as other terms and conditions applicable to this contract are as per the terms and conditions of the non-transferable Specific Delivery Contract for Raw Jute of the East India Jute &amp; Hessian Exchange Ltd., Calcutta, and are subject to the Bye-laws of that Exchange for trading in Non-Transferable Specific Delivery Contracts in Raw Jute in force for the time being.

Brokerage at ————per cent.

Yours faithfully,

Member/Licensed Broker,  
The East India Jute & Hessian Exchange Ltd.

## (CONFIRMATION SLIP)

Received from Shri/Messrs ————his/their Contract No. ————dated ————  
and I/We confirm having bought from/sold to ————through him/them

## NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

## CHANGE OF NAMES

I, hitherto known as DAMU BHIMAJI TILEKAR son of Shri BHIMAJI TILEKAR, employed as Fireman in Naval Dockyard, Fire Brigade, residing at Kadar Chawl, No. 2, Room No. 3, Parsiwadi, Agra Road, Bombay-77, have changed my name and shall hereafter be known as SADASHIV DHONDIBA KOKATE.

It is certified that I have complied with other legal requirements in this connection.

DAMU BHIMAJI TILEKAR  
(Sd. in existing name)

I, hitherto known as BAKHRU ISHWARI daughter of Shri GOBINDRAM, employed as Telephone Operator in Ulhasnagar Exchange, residing at Bk: 3846: O.T. Section, Ulhasnagar-1, have changed my name and shall hereafter be known as GURUNATH SHANKAR

It is certified that I have complied with other legal requirements in this connection.

ISHWARI BAKHRU  
(Sd. in existing name)

I, hitherto known as BALU NIKTE son of Shri SHANKAR NIKTE, employed as Clerk in C.C.S.'s Office, Central Railway, Bombay V.T., Maharashtra, residing at Appa Muthe's Chawl at P. Gulgaon, Ta. Kalyan, Dist. Thana, have changed my name and shall hereafter be known as GAWANI SUNDRI TIKAMDAS. NIKTE.

It is certified that I have complied with other legal requirements in this connection.

BALU NIKTE  
(Sd. in existing name)

I, hitherto known as PURUSHOTTAM son of Shri NARAYAN MANJARE, employed as Filler in 'F3' Section, Ammunition Factory, Kirkee, Poona-3, residing at 1660, Shukrawar Peth, Poona-2, have changed my name and shall hereafter be known as DATTATRAYA NARAYAN MANJARE.

It is certified that I have complied with other legal requirements in this connection.

PURUSHOTTAM NARAYAN MANJARE  
(Sd. in existing name)

I, hitherto known as MAHADEA GOPAL son of Shri GOPAL BABAJIRAO VICHARE, employed as Precision Turner in Bombay Telephone Workshops, Bombay-11, residing at Lakshmichand Dipchand Bldg., II Floor, R. No. 34, Hamal Wadi, Dhobi Talao, Bombay-2, have changed my name and shall hereafter be known as MAHADEO GOPAL VICHARE.

It is certified that I have complied with other legal requirements in this connection.

MAHADEO GOPAL  
(Sd. in existing name)

I, hitherto known as RAVJI BHAGWAN son of Shri BHAGWAN MAHADEO GAOKAR, employed as P. Grinder in Bombay Telephone Workshops, Bombay-11, residing at Suryavawashi Bhuvan, III Fl., R. No. 48, Cannought Road, Byculla, Bombay-27, have changed my name and shall hereafter be known as RAVJI BHAGWAN GAOKAR.

It is certified that I have complied with other legal requirements in this connection.

RAVJI BHAGWAN  
(Sd. in existing name)

I, hitherto known as MAHENDER SINGH RATHEE son of Shri PALE RAM, employed as I.A.S. Probationer in National Academy of Administration, Mussoorie, residing at National Academy of Admn., Mussoorie, have changed my name and shall hereafter be known as MAHENDER SINGH.

It is certified that I have complied with other legal requirements in this connection.

MAHENDER SINGH RATHEE  
(Sd. in existing name)

I, hitherto known as MEHARWAN SINGH son of Shri KESHAR SINGH NEGI, employed as 2/Lieut. in A.M.C. at M. H. Simla, residing at M. H. Simla, have changed my name and shall hereafter be known as MEHARWAN SINGH NEGI.

It is certified that I have complied with other legal requirements in this connection.

MEHARWAN SINGH  
(Sd. in existing name)

I, hitherto known as RAJENDRA son of Late THAGU, employed as Pattern-Maker, T. No. W/66 in Chief Inspectorate of General Stores, Post Box No. 127, Kanpur, Ministry of Defence (DGI), Government of India, residing at 64/155, Gaduria Mohal, Kanpur, have changed my name and shall hereafter be known as RAJENDRA PRASAD SHARMA.

It is certified that I have complied with other legal requirements in this connection.

RAJENDRA  
(Sd. in existing name)

I, hitherto known as DEO NARAIN RAM son of Shri HAR DEO RAM, employed as Trains Clerk (TNC), Coal Distribution Office, N. Rly., MGS, have changed my name and shall hereafter be known as DEO NARAIN YADAW.

It is certified that I have complied with other legal requirements in this connection.

DEO NARAIN RAM  
(Sd. in existing name)

I, hitherto known as ASHIS KUMAR MUKHERJEE son of Shri HIRENDRA NATH MUKHERJEE, employed as Office Clerk in C.C.S. (Outstanding), S.E. Rly., Ranji Stadium, Calcutta-21, have changed my name and shall hereafter be known as ASISH KUMAR MUKHOPADHYAY.

It is certified that I have complied with other legal requirements in this connection.

ASHIS KUMAR MUKHERJEE  
(Sd. in existing name)

I, hitherto known as SHIVA SHANKER MAHTO son of Shri LAKHU MAHTO, employed as Asstt. Teacher in E. Rly. Hindi Vidyalaya, Liluah, residing at 1-M, Haricharan Banerjee St., Belur (Howrah), have changed my name and shall hereafter be known as SHIVA SHANKER SINHA.

It is certified that I have complied with other legal requirements in this connection.

SHIVA SHANKER MAHTO  
(Sd. in existing name)

I, hitherto known as USMAN son of Shri SUBHAN, employed as Levermen in S.M.S's Office, Chhata, residing at Rly. Quarter No. K.I.B. Rly. Station, Chhata, have changed my name and shall hereafter be known as BABOO SINGH.

It is certified that I have complied with other legal requirements in this connection.

USMAN SUBHAN  
(Sd. in existing name)

I, hitherto known as DATTATRAYA TUKARAM son of Shri TUKARAM, employed as Fitter, T. No. 8278, in Central Rly., Parel Workshops, residing at Hedavkar Wadi No. 2, Ghokhale Road, Dadar, Bombay-28, have changed my name and shall hereafter be known as DATTARAYA TUKARAM MOHITE.

It is certified that I have complied with other legal requirements in this connection.

DATTATRAYA TUKARAM  
(Sd. in existing name)

I, hitherto known as SHYAMLAL GOPE son of Late GAGAN CHANDRA GOPE, employed as Chargeman in E. Rly. Workshop, Liluah, residing at 9F, Strachey Road, Liluah, have changed my name and shall hereafter be known as SHYAMLAL GHOSH.

It is certified that I have complied with other legal requirements in this connection.

SHYAMLAL GOPE  
(Sd. in existing name)

I, hitherto known as SURENDRA SINGH son of Shri KHACHER MAI, employed as Peon in Music Faculty, Delhi University, Delhi-7, residing at B.O.R. Barrack No. 2, Cavalry Line, Delhi-7, have changed my name and shall hereafter be known as SURENDRA KUMAR.

It is certified that I have complied with other legal requirements in this connection.

SURENDRA SINGH  
(Sd. in existing name)

I, hitherto known as KRISHAN LAL-I son of Shri CHANDAN LAL, employed as Lower Division Clerk in D.G.S. & D., New Delhi, now in Chief Engineer's Office, Central Public Works Department, Nirman Bhawan, New Delhi w.e.f. 1-4-1966 have changed my name and shall hereafter be known as KRISHAN LAL KUSHANA.

It is certified that I have complied with other legal requirements in this connection.

KRISHAN LAL-I  
L.D.C.  
(Sd. in existing name)

I, hitherto known as CHATARMASI son of Shri CHOTE LAL, employed as Driver in Ministry of Commerce, residing at 5, Jaiselmir House, New Delhi, have changed my name and shall hereafter be known as CHATER SINGH.

It is certified that I have complied with other legal requirements in this connection.

CHATARMASI  
(Sd. in existing name)

I, hitherto known as MORE RAKHMAJI son of Shri MORE SAKHARAM, employed as Mazdoor in Central AFV Depot, Kirkee, residing at No. 101/7, Parvati Darshan, Poona, have changed my name and shall hereafter be known as MALUSARE RAKHMAJI SAKHARAM.

It is certified that I have complied with other legal requirements in this connection.

L.H.T.I. of  
RAKHMAJI SAKHARAM MORE  
(Sd. in existing name)

#### CORRIGENDUM

"Read VIDYADHAR NARAYANRAO DESHPANDE instead of VIDYADHAR NARANRAO DESHPANDE printed in the 2nd advt. in Col. 2nd at page 171 in the Gazette of India, Part IV dated 28-8-65".

## SHEIKHUPURA FINANCE PRIVATE LTD.

## NOTICE

An Extra-ordinary General Meeting of the Sheikhpura Finance Private Ltd., Ludhiana, was held on ninth day of April 1966, at the registered office at 11 a.m. and the following special resolutions were passed. "Resolved unanimously that the company be and is hereby wound up voluntarily by members.

And further resolved that S. Dalip Singh, Chairman of the company, be and is hereby appointed Honorary liquidator of the company to wind up the affairs and to distribute the assets of the company.

Ludhiana,

Dated : 8-4-1966.

DALIP SINGH  
Chairman

